

Bid Number.....: 05-00000228  
Vendor Number....: 60759

Buyer.....: VEB  
Date Printed....: 10/12/04

City of Lynchburg VA  
Procurement Division  
900 Church Street  
Lynchburg, VA 24504  
Phone Number.....: (434) 455-3970  
Fax Number.....: (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 11/04/2004 at 14:00 and then publicly opened, for furnishing the following supplies, and/or services.

*V. Lelaire Bowling*  
SENIOR BUYER, CPPB  
COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

Item Description	Estimated Quantity	Unit of Measure	Unit Price
*** Please bid per unit only ***			
1 CHLORINE (LIQUID) FOR USE IN DISINFECTION OF DRINKING WATER AND WASTEWATER FOR THE CITY OF LYNCHBURG UTILITIES DIVISION FOR THE PERIOD OF 1/1/05-12/31/05 TO BE PURCHASED ON AN AS NEEDED BASIS AS PER THE ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS.	500000.0000	Pound	\$ _____

## **CHLORINE SPECIFICATIONS**

1. Chlorine shall contain no substances in quantities capable of producing deleterious, injurious or ill effects upon the health of those consuming the water to which the caustic soda has been added, or causing water that has been treated to fail to meet requirements of the U.S.E.P.A. primary drinking water regulations. Shall meet all AWWA specifications. Each cylinder must have lead washers and tare weight included with it.
2. Any cylinder received by the City of Lynchburg that cannot be opened through use of reasonable pressure with the use of a 6" Standard chlorine wrench will be returned to the vendor at the vendor's expense. The City adheres to the Guidelines of the Chlorine Institute.
3. The successful bidder shall furnish to the City, at no additional cost, six (6) two (2) hour training sessions on three (3) different days during the period of the contract to be held on days arranged by City staff at Lynchburg locations or agreed upon location.

\_\_\_\_\_.

Vendors shall furnish a statement with their bid response as to their capability to train City personnel adequately.

\_\_\_\_\_

\_\_\_\_\_

Certificates signed by the trainer shall be furnished each attendee at the training sessions. \_\_\_\_\_.

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4. At the end of every contractual period, if a new vendor is selected, the vendor for the previous year is required to remove empty cylinders within thirty (30) days after expiration of his contract.
- \_\_\_\_\_.
5. No Cylinder deposit will be paid; Each site will have up to 20 cylinders in storage: \_\_\_\_\_.
  6. At times a truck w/crane may be requested when CL2 is ordered.
- Please state any additional cost. \_\_\_\_\_.
7. The City of Lynchburg will not assume extra charges for the time required to unload trucks unless it is determined by the City that there

has been an unnecessary delay by the City in unloading the truck. Otherwise, the City will not accept any flat demurrage charge for the truck delivery. Any claims must be noted on the delivery paper at the time of delivery.

8. Delivery to be in approximately 12 cylinders as phone ordered by an employee of the Water or Wastewater Treatment Plant. Supplier will be expected to make delivery within five (5) calendar days of phone order, as requested by the caller or work out a mutually agreeable delivery time. If the delivery can not be made as arranged the vendor is expected to call and inform us and to agree on new delivery time.
9. All prices to be per pound delivered product and shall include shipping and unloading assistance.

Each delivery shall include list of cylinder serial numbers, manifest and all DOT requirements.

All deliveries must follow the Cities current procedure for delivery of Hazardous chemicals.

**NOTE:**

At times orders will be split for partial delivery to one (1) site with the rest going to second site. To be delivered within 5 days after telephone order to any or a combination of the following locations:

College Hill Filtration Plant  
525 Taylor St  
Lynchburg VA 24501

OR

Abert Filtration Plant  
2500 Abert Rd  
501 N appx. 11 miles outside City of Lynchburg

Billing for above shipments to be  
Utilities Administration  
525 Taylor St  
Lynchburg VA 24501

Deliveries for the Wastewater Treatment Plant to be billed to the Wastewater Treatment Plant at the address below.

Lynchburg Regional Wastewater Treatment Plant,  
2301 Concord Turnpike  
Lynchburg, Va. 24504.

10. State if your company has a toll free number to be used for requesting deliveries, reporting problems, etc.

\_\_\_\_\_.

Unit Price \_\_\_\_\_ Total Cost

Delivery Time: \_\_\_\_\_

Brand Name: \_\_\_\_\_.

Any exceptions  
taken: \_\_\_\_\_

\_\_\_\_\_.

OPTIONS:

As an option to be exercised at the discretion of the City of Lynchburg, vendors are invited to offer a maximum percentage increase over prices quoted above, for option years. In submitting option year pricing, it shall be understood that the increase offered is a "price not to exceed." Any increase submitted to the City for option years should be fully documented and verifiable and include written notification or price increases from the vendor's supplier on manufacturer's letterhead. Only across the board increases will be accepted.

Option Year I: January 1, 2006 through December 31, 2006

Price increase not to exceed \_\_\_\_\_% over price quoted for January 1, 2005 - December 31, 2005.

Option Year II: January 1, 2007 through December 31, 2007

Price increase not to exceed \_\_\_\_\_% over price quoted for January 1, 2005 - through December 31, 2005.

The City reserves the right to add other locations during the term of this contract.

## **INSTRUCTIONS TO BIDDERS**

**CONTRACT PERIOD:** January 1, 2005 – December 31, 2005, to be purchased on an as needed basis.

### **QUANTITIES:**

Quantities are estimates for bidding purposes only. The City of Lynchburg reserves the right to purchase more or less as needed during the period of the contract.

### **CONTRACT AWARD:**

The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects it, in its judgement, the best interest of the City will be served.

### **DRIVER DELIVERY:**

Drivers shall contact the Water Treatment Plant at 434-455-6240 or the College Hill Filter Plant at 434-455-4251 three (3) hours before reaching the City limits. Drivers shall leave a call back telephone number where they may be reached.

A City of Lynchburg Police Department representative will contact the driver with instructions where the driver will meet the Police Officer for an inspection of the vehicle before entering City property.

Failure to comply with this safety precaution will be subject to contract cancellation.

### **ALTER/QUESTIONS**

No verbal alterations of solicitations permitted. Submit questions regarding this request in writing or by facsimile (804/845-0711) to the Procurement Division, not less than seven (7) days prior to the closing date. Any necessary replies will be issued in the form of addenda to all prospective offerors of record. Deadlines will be modified accordingly if necessary.

### **ADMINISTRATIVE APPEALS PROCEDURES:**

In accordance with Sec 18-159 of the Lynchburg Code and Sec.2.2-4365 Code of Virginia, any bidder or offeror may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the City Manager may prescribe.

Any bidder, offeror shall submit a written protest or letter of appeal to the City Manager with a copy to the Purchasing Agent, within the time constraints as set forth in sec. 2.2-4365 of the Code of Virginia. The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder or offeror wishes to have a hearing with respect to the protest or appeal.

If no hearing is requested, the City Manager or the Purchasing Agent shall render a written decision to the bidder or offeror within ten (10) days of receipt of the written protest or letter of appeal.

If a hearing is requested, it shall be held within (10) days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and a disinterested person, other than a City employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

**ATTACHED SPECIFICATIONS:**

See

**BRAND NAME:**

State Brand Name under each chemical proposed.

**DESCRIPTIVE LITERATURE:**

In order to evaluate properly the bids received, descriptive shall accompany your bid response. Failure to do so may be grounds for rejection of bids.

**CANCELLATION :**

The City reserves the right to cancel any resultant contract with thirty- (30) day's written notice to the vendor if deemed to be in the best interest of the City.

**NON-DISCRIMINATION:**

By submitting their bid/proposal, all bidders and offerors certify to the City of Lynchburg, Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**CONFLICT OF INTEREST:**

The successful bidder represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City Contract.

**CONTRACT ASSIGNMENT:**

The successful bidder can not assign the contract or any portion of the contract. The successful Contractor can not subcontract the furnishing of the goods and/or services without the prior approval of the City.

## **DRUG FREE WORKPLACE:**

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right to cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **GOVERNING LAW AND POLICY:**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. The successful Contractor submits itself to the jurisdiction of a Court of competent jurisdiction in the City of Lynchburg, Virginia and such Courts shall be the appropriate forum.

## **STATE CORPORATION COMMISSION ( SCC) REGISTRATION:**

If listed as a Corporation, bidders must also submit documentation, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.

## **TAXES:**

The bidder's shall submit appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

## **NON-PERFORMANCE:**

Non-performance within time specified in Invitation for Bid may result in order cancellation and charge backs to the vendors for cost differences incurred by the City.

## **INDEPENDENT CONTRACTOR:**

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, contractor is at all times acting and performing as an independent contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which contractor performs services pursuant to a contract. Contractor (including without limitation, its officers, shareholders, subcontractors, and employees) has no claim under any resultant contract or otherwise against the city for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

## **CONTRACTUAL CLAIMS: SEC. 2.2-4363 Virginia Public Procurement Act:**

Contractual claims, whether for money or other relief, shall be submitted in writing to the City Manager with copy to the Purchasing Agent, no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given within ten days of the occurrence of the event giving rise to the claim or the beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice

for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The decision of the City Manager on the claim shall be final unless appealed to the Lynchburg Circuit Court as provided by law.

**EXCEPTION:**

All exceptions to the delineated specifications are to be noted on the form as "EXCEPTION". On separate letterhead, fully explain exception.

**FREIGHT:**

All bids must be FOB: Destination, Inside Delivery, Off Loaded.

**HAZARDOUS MATERIAL:**

All bids must include hazardous material handling charges.

**HOLD HARMLESS:**

The successful bidder shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgements, costs, causes of action, damages and expenses, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a result of the bidder's contract with the City.

**INSURANCE SURCHARGE:**

Vendor is responsible for cost of insurance; City of Lynchburg will not pay insurance surcharge.

**INSURANCE:**

In order to accomplish the indemnity requirements, the successful bidder shall be required to furnish a Certificate of Insurance as per the attached Insurance Requirements Form. Such insurance policy shall name the City, its employees, officials and agents as insured parties and shall contain provisions that the City shall be given thirty (30) days written notice prior to any cancellation or reduction in the required coverage. The insurance required hereunder shall be primary, and any insurance of self-insurance maintained by the City will be in excess of and shall not contribute with the insurance required of the successful bidder.

**NON DISCRIMINATION:**

The attached Certification of Non-Discrimination and Anti-Collusion Statement is to be signed and returned as part of the contract.

**OPTION YEAR:**

The original contract is for a certain term which is specified above. However the City in its sole discretion, reserves the right to extend this contract for two (2) additional option years of one (1) year each.

Vendors are to offer a maximum percentage increase over prices quoted for the initial contract term. In submitting option year pricing, it shall be understood that the increase offered is a "price not to exceed". Increase for option years will be evaluated by City Purchasing Personnel to determine the feasibility of an extension of the contract or a possible rebid due to changes in the economy.

**PAST PERFORMANCE:**

The City reserves the right to consider past City or non-City contract performance of any vendor as part of the evaluation criteria before making an award.



### **PAYMENT TERMS:**

Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division and The Code of Virginia Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

Partial payments against extended time period contracts are permissible, provided evidence indicating that the goods or services have been received and approved.

### **REPORTS:**

The City of Lynchburg is requesting quarterly usage reports from the successful vendor. Reports to be mailed to the Procurement Office, 900 Church Street, Lynchburg, VA., 24504 to the attention of V. Eloise Bowling, CPPB.

Please state your position: \_\_\_\_\_.

### **SAFETY DATA SHEETS:**

Hazardous Material Safety Data Sheets must be included with each delivery.

### **RECEIPT OF BIDS:**

All bids shall be signed and returned in a sealed envelope by the due date.

### **FORCE MAJEURE:**

Neither party shall be responsible for delays in the timely completion of the contract caused by any bona fide strike, riot, fires, sabotage, terrorist acts, or acts of God or any other delays deemed by the City to be clearly and unequivocally beyond the Contractor's control will relieve the Contractor of deadlines set for the timely completion of the contract. The Contractor shall notify the City in writing as soon as the contractor knows, or should reasonably know that such an event will delay completion of the contract. Said notification shall include proof required by the City to evaluate any request by the Contractor for relief. The City's decision regarding whether or not the Contractor is entitled to such relief will be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any such event.

### **PERMITTED CONTRACTS With Certain Religious Organizations; Purpose; Limitations SEC. 2.2-4343.1 Virginia Public Procurement Act.**

- (A) It is the intent of the General Assembly, in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, to authorize public bodies to enter into contracts with faith-based organizations for the purposes described in this section on the same basis as any other nongovernmental source without impairing the religious character of such organization, and without diminishing the religious freedom of the beneficiaries of assistance provided under this section.
- (B) For the purposes of this section, "faith-based organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

## CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: \_\_\_\_\_ (corporate seal)

Date: \_\_\_\_\_

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

\_\_\_\_\_ (seal)

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## INSURANCE REQUIREMENTS

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
  2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
  3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
  4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
  5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
  6. All rights of subrogation against the City shall be waived.
  7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply\_\_\_\_\_
- 
8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

**ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING**

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company  
☐ Limited liability partnership  
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List who is authorized to execute contracts: \_\_\_\_\_

\_\_\_\_\_

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: \_\_\_\_\_

Owner's name and address: \_\_\_\_\_

Registration date: \_\_\_\_\_

Expires: \_\_\_\_\_

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

\_\_\_\_\_

If you are a sole proprietor using an assumed name, please list below:

\_\_\_\_\_

Registration date: \_\_\_\_\_ Expires: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
+
or
Employer identification number
+

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



As an option to be exercised at the discretion of the City of Lynchburg, vendors are invited to offer a maximum percentage increase over prices quoted above, for option years. In submitting option year pricing, it shall be understood that the increase offered is a "price not to exceed." Any increase submitted to the City for option years should be fully documented and verifiable and include written notification or price increases from the vendor's supplier on manufacturer's letterhead. Only across the board increases will be accepted.

Option Year I: January 1, 2006 through December 31, 2006

Price increase not to exceed \_\_\_\_\_% over price quoted for January 1, 2005 - December 31, 2005.

Option Year II: January 1, 2007 through December 31, 2007

Price increase not to exceed \_\_\_\_\_% over price quoted for January 1, 2005 - through December 31, 2005.

The City reserves the right to add other locations during the term of this contract.